

EXHIBIT 2



FDNY FOUNDATION

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AGREEMENT made as of the 1st day of November 2013, by and between JUAN HENRIQUEZ, who resides at 3519 Avenue R, Brooklyn, New York 11234 ("Author"), and the FDNY FOUNDATION, a not-for-profit corporation organized under the laws of the State of New York, with its principal offices located at 9 MetroTech Center, 5th Floor, Brooklyn, New York 11201-3857 ("Foundation").

WHEREAS, the Foundation is a not-for-profit corporation established to promote fire safety in New York City and the professional development, training and education of members of the New York City Fire Department ("FDNY") and the public; and

WHEREAS, the Foundation is hosting a Medical Special Operations Conference at the FDNY Fire Academy on Randall's Island, from May 15, 2014, through May 18, 2014, to train medical professionals who operate in the special operation environment ("MSOC"); and

WHEREAS, the Foundation has purchased the domain name www.fdnymsoc.com to promote MSOC and maintain a continuing online presence with respect to medical special operations; and

WHEREAS, Author has agreed to donate to the Foundation all required services to develop, host and maintain a website for these purposes,

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties to this Memorandum of Understanding, as follows:

1. Author will create, host and maintain a website for the purposes stated above exclusively for use by the Foundation.
2. The Foundation represents that any copyrighted material that it requests that Author place on its website will be owned by the Foundation, or the Foundation will have permission to use such material.
3. Author warrants and represents that the services provided, including the design of the website and any coding thereof, and any material Author is authorized to place in the website, will not violate or infringe upon the rights of any third parties.
4. Author expressly acknowledges that all services provided to the Foundation in connection with the creation of the website are specifically created for use in connection with

The FDNY Foundation is the official not-for-profit of the FDNY, a governmental organization fire safety in New York City and to help meet the Department's training, equipment



Exhibit

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MSOC and hereby irrevocably transfers and assigns all right title and interest, including copyrights, renewals and extensions thereto, to the Foundation or its assignees.

5. Author agrees that the Foundation or its designees will make the final determination regarding what information may be posted on the MSOC website, and may request or make changes or additions to the website, and may engage others to make such changes or additions with or without attribution to Author.

6. Author is granted the right to use the Foundation name, trademarked logo, or other Foundation trademarks in connection with the website for the purposes set forth herein.

7. Author is granted the right to use the FDNY name, trademarked logo, or other FDNY trademarks in connection with the website for the purposes set forth herein.

8. Author may not use the Foundation or FDNY names, trademarked logos or other goodwill in any other manner without the prior written authorization of the FDNY or the FDNY Foundation, as appropriate.

9. After the completion of MSOC, either party may terminate this Agreement upon thirty (30) days written notice to the designated representative of the other party.

10. Upon termination of this agreement, Author will provide to the Foundation all coding, software and other intellectual property created by Author pursuant to this Agreement. Author will not be responsible for providing hosting services to the Foundation past the date of termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first written above.

FDNY FOUNDATION, INC.

JUAN HENRIQUEZ

By: 

Jean O'Shea
Executive Director

By: 

Juan Henriquez